

Contract no. 745

AGREEMENT

between

BOROUGH OF EAST NEWARK

and

EAST NEWARK INDEPENDENT DIVISION OF  
KEARNY PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 21

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Effective: JANUARY 1, 1989 through DECEMBER 31, 1991

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## ARTICLE 1

### SCOPE OF AGREEMENT AND BILL OF RIGHTS

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all the employees or members of the Police Department of the Borough of East Newark, New Jersey, now employed or hereafter employed (hereinafter "Bargaining Unit"), except the Chief of Police, for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. This agreement shall govern all wages, hour and other conditions of employment herein set forth.

Section 3. This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Section 4. The parties hereto agree to the adoption of the following Bill of Rights for the benefit of the Bargaining Unit:

In the event member(s) of the Bargaining Unit is/are or may become the subject or target of an investigation which may subject each member(s) to discipline or a disciplinary hearing, the parties agree that, for the purpose of insuring that the investigations are conducted in a manner which is conducive to good order and discipline, and protective of the rights of said member(s), the following rules are adopted:

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(a) The member(s) shall be given written notice of the charges together with the names(s) of the complainant(s), a reasonable time before any interrogation takes place or written or oral reports are required.

(b) If an interrogation of a member(s) is to take place or if a member(s) is required to file a written or oral report, he/they shall be advised as to whether such interrogation or report is required of him/them as a witness or as a potential target of an investigation.

(c) If a charge is brought against a member(s), a hearing on the charge must be brought within sixty (60) days of the date the written notice of the charge is received by the member(s).

(d) The member(s) shall have the right to legal counsel of his/their choice; the cost of which is to be provided by the Employer.

(e) The member(s) shall have the right to discovery and production of documents from the Employer without limitation.

(f) The member(s) shall have the right to refuse to take polygraph or similar type lie detector test, without fear of departmental discipline for such refusal.

(g) The member(s) shall have the right to refuse to testify at his/their disciplinary hearing without fear of departmental discipline for such refusal.

(h) The member(s) shall have the right to refuse in any way, to prepare or give written or oral reports in connection



with any matter in which the said member(s) may be the target of an investigation leading to a disciplinary charge and proceedings, without fear of departmental discipline for such refusal, in any case where the matter under investigation relates to the private conduct only of the police officer while on duty. Member(s) shall be permitted to inspect his/their personnel file(s) at all reasonable times. The inspection shall take place in a private space provided by the Employer at reasonable hours during the work day. The member(s) shall be permitted to copy all or part of the material within his/their personnel file and shall have the right to add to said file if he/they feel(s) that there are materials in his/their file(s) which are false and inaccurate.

## ARTICLE 2

### COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Additional representatives of each party may participate in collective bargaining meetings. Unless otherwise designated in writing, the Mayor of the Borough of East Newark shall be the bargaining agent for the Employer and the President of the Union or the President's designee shall be the bargaining agent for the Union.



Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Employer or the Union.

Section 3. The Employer shall not enter into any contract with member(s) of the Bargaining Unit which in any way conflicts with the terms of this agreement and shall recognize only designated Union officials as official representatives of the Bargaining Unit.

Section 4. Ordinarily, not more than four (4) additional representatives of each party shall participate in collective bargaining negotiation meetings, and not more than two (2) representatives of the Union shall participate in the grievance procedure processes, unless otherwise mutually agreed to by the parties.

### ARTICLE 3

#### CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. The Employer agrees to grant necessary time off to members or representatives of the Bargaining Unit when said individuals are conducting official Union business during their regular working hours. There shall be no deduction of pay for Bargaining Unit representatives conducting such official business as to one member or representative in the case of either grievance procedure or collective negotiations.

Section 2. The Employer agrees to grant the necessary time off without loss of pay to the members of the Bargaining Unit selected as delegates to attend any State or National Convention of the New Jersey Patrolmen's Association.

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Section 3. The Employer shall permit members of the Bargaining Unit Negotiating Committee to attend collective bargaining meetings during the duty hours of the member; however, only two (2) members of such committee shall be permitted to attend such meetings without loss of pay.

#### ARTICLE 4

##### UNION SECURITY

Section 1. It shall be a condition of employment that permanent members of the Bargaining Unit become members of the Union on the next working day after the conclusion of their probationary period.

Section 2. The Employer agrees to deduct from the pay of all members of the Bargaining Unit, a sum equivalent to the dues and assessments as required by the Union by-laws and other Union rules and regulations duly enacted. All such deductions shall be remitted to the properly designated Union official monthly on a regularly recurring basis.

#### ARTICLE 5

##### MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS

Section 1. The Employer agrees that all beneficial conditions of employment contained in Police Departmental Rules and Regulations relating to wages, hours of work and other general working conditions, and all past practices shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this agreement.



ARTICLE 6

BASE SALARY

Base salary from January 1, 1989 - June 30, 1989:

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Patrolman	16,744.00	18,200.00	21,700.00	26,124.00	27,701.00
Sergeant	30,513.00				
Lieutenant	32,181.00				
Captain	34,091.00				

The differential in salary between the year ending December 31, 1988, and the salary effective as of January 1, 1989, as above set forth, shall be paid by the Borough to the members of the Union in one sum.

Base salary from July 1, 1989 - December 31, 1989:

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Patrolman	17,414.00	18,928.00	22,568.00	27,169.00	28,809.00
Sergeant	31,734.00				
Lieutenant	33,468.00				
Captain	35,455.00				

Base salary from January 1, 1990 - June 30, 1990:

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Patrolman	18,111.00	19,685.00	23,471.00	28,256.00	29,961.00
Sergeant	33,003.00				
Lieutenant	34,807.00				
Captain	36,873.00				



Base salary from July 1, 1990 - December 31, 1990:

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Patrolman	18,835.00	20,472.00	24,410.00	29,386.00	31,159.00
Sergeant	34,323.00				
Lieutenant	36,199.00				
Captain	38,348.00				

Base salary from January 1, 1991 - July 7, 1991:

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Patrolman	19,588.00	21,291.00	25,386.00	30,561.00	32,405.00
Sergeant	35,696.00				
Lieutenant	37,647.00				
Captain	39,882.00				

Base salary from July 1, 1991 - December 31, 1991:

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Patrolman	20,372.00	22,143.00	26,401.00	31,783.00	33,701.00
Sergeant	37,124.00				
Lieutenant	39,153.00				
Captain	41,477.00				

It is understood that the salary guide as above set forth for the years 1989 - 1991 represents a general wage increase of four (4%) percent every six (6) months for the term of the contract (1989, 1990 and 1991).



ARTICLE 7

LONGEVITY

Section 1. Each member of the Bargaining Unit (Union) shall be paid, in addition to the rate of pay set forth in Article 6 herein, a longevity increment based upon years of service with Employer in accordance with the following schedules:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>
5 to 9	2.0%
10 to 14	2.5%
15 to 19	3.0%
20 to 24	3.5%
25 and over	4.0%

Section 2. Effective January 1, 1991 and for the remaining term of this Agreement, the longevity increment shall be in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>
5 to 9	2.5%
10 to 14	3.0%
15 to 19	3.5%
20 to 24	4.0%
25 and over	4.5%



## ARTICLE 8

### OVERTIME AND COURT APPEARANCES

Section 1. Effective May 1, 1989, when overtime work is required to be performed, it shall be offered to and performed by members of the bargaining unit. In such cases, the Employer agrees to compensate such member(s) of the bargaining unit at the rate of time and one-half for all such time worked. The Employer agrees to the principal of even distribution of overtime opportunity. If a member of the bargaining unit is offered overtime work and refuses, this period of overtime opportunity shall be counted as if worked for the sole purpose of determining equal distribution of overtime, and there shall be no payment for overtime not worked. If all police officers decline to accept overtime work, such work shall be assigned and performed by the least senior qualified police officer.

All overtime work performed must be authorized by the Chief of Police or his duly appointed designee.

Section 2. The Borough shall make every reasonable effort to maintain 2 men on every shift and the P.B.A. shall cooperate. This subsection 2 shall not be subject to the grievance procedure.

Section 3. Appearances required by member(s) of the Bargaining Unit in the course of the performance of his/their duties at any court proceedings at the County level and above shall be compensated for at a minimum of four (4) hours per appearance at the rate of time and one-half.



Section 4. Effective May 1, 1989 off duty appearances required by member(s) of the Bargaining Unit in the course of the performance of his/their duties at any East Newark Municipal Court proceeding shall be compensated at the rate of \$25.00 per appearance until January 1, 1990, from which date such appearances shall be compensated at the rate time and one-half for all time worked with a minimum of at least one (1) hour of time and one-half.

#### ARTICLE 9

##### VACATION

Section 1. During the term of this Agreement, members of the Bargaining Unit shall receive vacation days as follows:

First Step Patrolman	-	8 days
Second Step Patrolman	-	10 days
Third Step Patrolman	-	14 days
Fourth Step Patrolman	-	14 days
Fifth Step Patrolman	-	21 days
Sergeant	-	23 days
Lieutenant	-	25 days
Captain	-	27 days

Section 2. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following condition shall be observed with regard to such scheduling:

- (a) No member of the Bargaining Unit shall be permitted to take a vacation period of more than fifteen (15) consecutive regular work days (three calendar weeks).



(b) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the members of the Bargaining Unit.

(c) No members of the Bargaining Unit shall be assigned a vacation period of more than ten (10) consecutive work days (two calendar weeks) during June, July and August.

#### ARTICLE 10

##### HOLIDAYS

Section 1. The following days shall be deemed paid holidays for all members of the Bargaining Unit:

NEW YEARS DAY  
MARTIN LUTHER KING DAY  
LINCOLN'S BIRTHDAY  
GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY, July 4th  
WASHINGTON'S BIRTHDAY

GENERAL ELECTION DAY  
VETERANS DAY  
THANKSGIVING DAY  
CHRISTMAS DAY  
EASTER SUNDAY  
LABOR DAY

All additional days declared as holidays by federal, state or municipal authorities which are not hereinabove listed, shall be deemed paid holidays, except that the day after Thanksgiving shall not be considered a holiday, even if municipal employees other than members of the Police Department are given that day off.

Section 2. It is recognized by both Employer and Union that members of the Bargaining Unit may not by reason of Departmental business enjoy the aforesaid holidays by not working on those days. Therefore, in lieu of the holiday



itself, each member of the Bargaining Unit will receive a full day's pay. In the event any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

#### ARTICLE 11

##### CLOTHING ALLOWANCE

Section 1. A clothing allowance shall be paid by the Employer to all members of the Union covered by this agreement. Such allowance shall be in the amount of \$550.00 for calendar year 1989, \$600.00 for calendar year 1990, and \$650.00 for calendar year 1991.

#### ARTICLE 12

##### LIFE, HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1. The Employer agrees to provide, at no cost to the members of the Bargaining Unit, full Blue Cross and Blue Shield, including Rider J., or equivalent coverage, for all members of the Bargaining Unit and their dependents.

Section 2. The Employer further agrees to provide, at no cost to each member of the Bargaining Unit, life insurance in the amount of \$10,000.00 in accordance with the Schedule of Benefits attached hereto as Appendix A. Effective January 1, 1990, the life insurance benefit shall be increased by Five Thousand (\$5,000.00) Dollars to the sum of Fifteen Thousand (\$15,000.00) Dollars. Effective January 1, 1991 and for the remaining term of this Agreement, the life insurance benefit



shall be increased by an additional Five Thousand (\$5,000.00) dollars to the sum of Twenty Thousand (\$20,000.00) Dollars.

Section 3. The Employer further agrees to provide major medical insurance coverage in accordance with the Schedule of Benefits attached hereto as Apendix A.

Section 4. Effective July 1, 1983, Employer shall provide the amount of \$125.00 per Bargaining Unit member for the purchase of a \$250.00 per Bargaining Unit member dental plan. In the event that prior to the implementation of said dental plan on July 1, 1983, the stated premium for such plan increases, Employer shall pay up to an additional ten percent (10%) or \$12.50 per Bargaining Unit member to cover such increase.

### ARTICLE 13

#### LIABILITY INSURANCE

Section 1. The Employer agrees to provide liability insurance coverage in an adequate sum covering the members of the Bargaining Unit during the performance of their duties.

### ARTICLE 14

#### PENSIONS

Section 1. The Employer shall provide pension and retirement benefits to all members of the Bargaining Unit pursuant to provisions of the statutes and laws of the State of New Jersey.

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## ARTICLE 15

### DEATH IN FAMILY

Section 1. The Employer agrees that all members of the Bargaining Unit covered by this agreement shall be permitted bereavement leave with pay not to exceed four (4) calendar days during each calendar year, beginning with the date of death of spouses, children, mother, father, brother, sister, mother-in-law or father-in-law.

## ARTICLE 16

### PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The Employer agrees to pay the members of the Bargaining Unit at their regular rate of pay during period(s) of disability due to illness, injury or recuperation there from for a maximum period of one (1) year from the date of such ailment, provided such member(s) of the Bargaining Unit is/are incapable of performing his/their duties as a police officer and that such disability is established by a competent physician.

Section 2. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one (1) year at its own discretion.

Section 3. The Employer may require at any time during the period of extended disability as described in Section 2 hereinabove, that the member(s) of the Bargaining Unit be examined by a physician selected by the Employer for such purpose.



Section 4. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician chosen by mutual agreement of both parties to this agreement, the Employer and the Union.

Section 5. The cost of providing a doctor's certificate to establish the existence or extent of disability as may be required under this article shall be borne solely by the Employer.

Section 6. Whenever a member of the Bargaining Unit is injured in the course of his employment, the cost of any and all medical treatment required as a result of such injuries shall be paid by the Employer.

#### ARTICLE 17

##### VACANCIES

Section 1. When the Borough determines to fill permanent vacancies which occur in the ranks of Captain, Lieutenant or Sergeant due to retirement, death, discharge, promotion or voluntary severance from the Police Department, seniority in rank shall be given due and substantial consideration in the filling of such vacancy.

#### ARTICLE 18

##### BULLETIN BOARD

Section 1. The Employer shall permit the Union and Bargaining Unit reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Union and Bargaining Unit business and activities.



## ARTICLE 19

### DISCHARGE OR SUSPENSION

Section 1. No member of the Bargaining Unit shall be disciplined or discharged without just cause. Any member of the Bargaining Unit who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth under Article 20 entitled "Grievance Procedure" and under Article 21 entitled "Arbitration".

## ARTICLE 20

### GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work and/or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual member of the Bargaining Unit to his immediate superior. If the complaint is not resolved satisfactorily at this stage, it may be subject to the grievance procedure outlined and set forth below and shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for member(s) of the Bargaining Unit for settlement, such grievance(s) shall be presented by the authorized Union representative in the order outlined below. Settlement of any



grievance shall not be inconsistent with the terms of this agreement.

Section 4. The procedure for presentation of grievances is as follows:

STEP 1. The President of the Union or his duly authorized and designated Union representative, shall present and discuss the grievance or grievances with the Police Chief of the Employer or his duly designated representatives. The grievance need not be in writing and the member(s) of the Bargaining Unit involved need not be present at the discussion of the grievance(s). The Police Chief shall answer the grievance(s) within five (5) days the same has/have been presented.

STEP 2. If the grievance(s) is/are not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, then the Union shall present the grievance(s) in writing to the Mayor of the Borough of East Newark or his duly designated representative. Discussions between the President of the Union or his duly designated representative and the Mayor of the Borough of East Newark or his duly designated representative may ensue. The Employer shall answer the grievance(s) by informing the Union of its decision within ten (10) days after the grievance(s) has/have been presented.



STEP 3. If the grievance(s) has not been resolved and settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the Employer within the ten (10) days as provided in Step 2, has been received by the Union, the Union may demand arbitration of the grievance(s) in accordance with the terms and provisions of Article 21 entitled "Arbitration", hereinafter set forth.

#### ARTICLE 21

#### ARBITRATION

Section 1. Any grievance(s) or other matter(s) in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as hereinabove provided in Article 20, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted, by written demand upon the other party specifying the nature of the unsettled grievance(s) or other matter(s) in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request PERC to appoint an arbitrator to hear the arbitration in the manner set forth pursuant to the Rules of the New Jersey Public Employment Relations Commission. In the event the said PERC regulations

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are altered or repealed, then an arbitrator shall be selected from a list to be provided by the American Arbitration Association in accordance with its rules and regulations for selection of an arbitrator.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4. The decisions of the arbitrator shall be final and binding upon the Union, Bargaining Unit and Employer.

Section 5. The costs of arbitration shall be borne equally by both parties.

Section 6. The arbitrator shall have no authority to delete or subtract from, or modify in similar manner, the terms of this agreement.

## ARTICLE 22

### DURATION

Section 1. This agreement shall be in effect from the 1st day of January 1989 to and including the 31st day of December 1991.

Section 2. At least ninety (90) days prior to the expiration date of this agreement, the parties hereto agree to commence negotiations for a new collective bargaining agreement.



IN WITNESS WHEREOF, each of the parties hereto has caused  
this Agreement to be executed by its duly authorized officer  
this 20th day of June, 1989.

ATTEST:

BOROUGH OF EAST NEWARK

*Robert D. Zecher*  
CLERK / TREAS.

By: *Joseph M. Smith*  
*Mayor*

EAST NEWARK INDEPENDENT DIVISION  
OF KEARNY PATROLMEN'S BENEVOLENT  
ASSOCIATION LOCAL NO. 21

*Kenneth Lindsey*  
SECRETARY / TREASURER

By: *Kenneth Lindsey* P.D.A. President

LAW OFFICES

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APPENDIX A

SCHEDULE OF BENEFITS

CLASS

EMPLOYEE BENEFITS ONLY

Life Insurance  
Accidental Death Benefits

- |  |             |
|--|-------------|
| a. All Full-Time Employees<br>Cut Back Age: 65 - 50%   | \$10,000.00 |
| b. Effective January 1, 1990<br>Cut Back Age: 65 - 50% | \$15,000.00 |
| c. Effective January 1, 1991<br>Cut Back Age: 65 - 50% | \$20,000.00 |

EMPLOYEE AND DEPENDENT BENEFITS

Maximum Benefit	\$250,000.00
Deductible: New Jersey Blue Cross/ Blue Shield Rider	\$100.00 Family Maximum of 80% of the 1st _____
Plan Pays Private Room Limit	Hospital Average
Automatic Restoration Accumulated Period	\$1,000.00 Calendar Year

- \* If a person is not a participant in the base plan, or if he does not participate in all of the benefits available under base plan, the "Deduction Amount" shall be a dollar amount equivalent to the benefits which would have been provided by such employer's base plan had such person been a participant, plus the cash deductible.

- \* Out of Hospital Psychiatric Care - 50% to a maximum of \$25,000.00